

CF (Capital)**E-140-15 CF****Contract Details**NIFS ID #: CFPW12000013NIFS Entry Date: 7/8/15SERVICE: Design Agreement 01/15/16 to 12/31/15 (5 yr)

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #1
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Municipal Testing Laboratory, Inc.	Vendor ID# 11-1984867
Address 375 Rabro Drive, Hauppauge, NY, 11788	Contact Person John Hicks
	Phone (631)-761-5555

County Department
Department Contact Donna Boyle
Address 1194 Prospect Avenue, Westbury, NY 11590
Phone 571-6817

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	5/7/15	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	6/4/15	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	7/8/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	07/08/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA Approval as to form <input type="checkbox"/>	07/08/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	7/6/15	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>		2015 JUL 14 P 1:07	
	Comptroller	NIFS Approval <input type="checkbox"/>		<i>[Signature]</i>	
7/14	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	7/14	<i>[Signature]</i>	

1000

1000

1000

Contract Summary

Description:	Amendment to On-Call Staffing Agreement for DPW laboratory staffing support
Purpose:	Extend existing agreement for professional engineering services firm to provide on-call Asphalt and Concrete Plant Inspections as well as Material tests to ensure all construction contract specifications are adhered to.
Method of Procurement:	Standard Nassau County procedures for retaining professional engineering services.
Procurement History:	A RFP for a new agreement was issued since the term limit of this agreement was approaching. 3 firms submitted responses to the RFP, these response indicate that the firms did not understand the County's request. Another RFP is being issued with additional information however the County must perform this work. The department is requesting a 6 month extension of the current agreement so the work may be performed while the revised RFP is processed.
Description of General Provisions:	Standard Nassau County Agreement format utilized, for original agreement. Amendment #1 extends original agreement terms for 6 months
Impact on Funding / Price Analysis:	Construction Project funding is included in the Capital Plan under the appropriate Capital project number. Selected firm was determined to be the best value for the County.
Change in Contract from Prior Procurement:	Not Applicable
Recommendation: (approve as submitted)	Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00002
Transaction:	CL

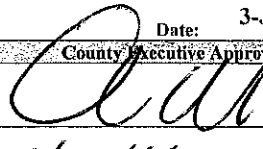
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$ 0.01
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/61587/00002	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 0.01

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: **Donna Boyle**

Date: **3-July-15**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 7/14/15
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND
MUNICIPAL TESTING LABORATORY, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Municipal Testing Laboratory, Inc. for inspection and materials testing services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Municipal Testing Laboratory, Inc.



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Materials Testing Laboratory, Inc.

CONTRACTOR ADDRESS: 375 Rabro Drive, Hauppauge, NY,
11788

FEDERAL TAX ID #: 11-1984867

Instructions: Please check the appropriate box ("") after one of the following roman numerals, and provide all the requested information.

I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on December 18, 2008. Potential proposers were made aware of the availability of the RFP by posting on website [newspaper advertisement, , mailing, etc.]. Proposals were due on January 30, 2009. 2 proposals were received and evaluated. The evaluation committee consisted of two professional engineers – Rakhal Maitra, and Donna Boyle, as well as the NC DPW Laboratory Director Kenneth Carter. The proposals were scored and ranked. As a result of the scoring and ranking, the highest technical-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on July 25, 2012 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into

after selection of firm based on response to standard RFP

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

 A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

 B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

 A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

 B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

 C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

 D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a

satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. X This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

_____ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

4/7/18

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

AMENDMENT NO. 1

This AMENDMENT (this "Amendment"), made and entered as of the date on which this Amendment is last executed by the parties hereto, by and between (i) Nassau County, municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury New York 11590 (the "Department"), and (ii) Municipal Testing Laboratory, Inc., 375 Rabro Drive, Hauppauge, NY, 11788 (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H67100-07C between the County and the Firm, executed on behalf of the County on July 25, 2012, (the "Original Agreement"), the scope of Services of the original Agreement included, such services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Appendix A Detailed Scope of Services");

WHEREAS, the term of the Original Agreement as extended by the amendments was July 25, 2015 ("Agreement Term");

WHEREAS, the County desires to amend the Agreement Term; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Term. The Agreement Term is extended for six (6) months so that the termination date of the Original Agreement, as amended by this Amendment, shall be January 25, 2016 ("Amended Term").
2. Payment. The Firm shall be paid for services rendered pursuant to the Original Agreement, as amended by this Amendment, in calendar years 2015 and 2016 at the same rates described in Appendix B of the Original Agreement for calendar year 2014.
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Municipal Testing Laboratory, Inc.

By: 

Name: JOHN ZUCCHI

Title: OPERATIONS VICE PRESIDENT

Date: 07/06/2015

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

~~COUNTY OF NASSAU~~^{SUFFOLK})ss.:
(

On the 6 day of July in the year 2015 before me personally came John Zecebi to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the VP of Municipal Testing the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



Kathleen K. Neri
KATHLEEN K. NERI
#01NES087243
MY COMMISSION EXPIRES 10/27 /17

STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#: H67100-07C

CFPW12000013
Department: Public Works**CF** (Capital)**E-148-12CF****Contract Details**SERVICE:
NIFS ID #: NIFS Entry Date: Term: from Execution to 3 years

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# <u> </u>

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Municipal Testing Laboratory, Inc.	Vendor ID# 11-1984867
Address 375 Rabro Drive, Hauppauge, NY, 11788	Contact Person John Hicks
	Phone (631)-761-5555

County Department
Department Contact Donna Boyle
Address 1194 Prospect Avenue, Westbury, NY 11590
Phone 571-6817

Routing Slip

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	Log Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	5/14/12	<input type="checkbox"/>
	DPW (Capital Only)	CF Capital Fund Approval	<input checked="" type="checkbox"/>	5/15/12	<input type="checkbox"/>
	OMB	NIFS Approval	<input type="checkbox"/>	5/23/12	<input type="checkbox"/>
5/25/12	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	5/25/12	<input type="checkbox"/>
	County Attorney	CA Approval as to form	<input type="checkbox"/>	5/30/12	<input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	6/11/12	<input type="checkbox"/>
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>	6/12/12	<input type="checkbox"/>
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	7/5/12	<input type="checkbox"/>
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	6/12/12	<input type="checkbox"/>

Contract ID#: H67100-07C

Department: Public Works

Contract Summary

Description:	On-Call Staffing Agreement for DPW laboratory staffing support
Purpose:	Procure a professional engineering services firm to provide on-call Asphalt and Concrete Plant Inspections as well as Material tests to ensure all construction contract specifications are adhered to.
Method of Procurement:	Standard Nassau County procedures for retaining professional engineering services.
Procurement History:	Nassau County procurement procedures followed. Recommendation forwarded and approved.
Description of General Provisions:	Standard Nassau County Agreement format utilized.
Impact on Funding / Price Analysis:	Construction Project funding is included in the Capital Plan under the appropriate Capital project number. Selected firm was determined to be the best value for the County.
Change in Contract from Prior Procurement:	Not Applicable
Recommendation: (approve as submitted)	Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	61
Resp:	587
Object:	00002
Transaction:	CF


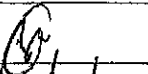
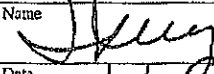
PERCENTAGE	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital	\$ 0.01
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/61587/00002	\$ 0.01
2		\$
3		\$
4		\$
5		\$
INSURANCE SECTION		\$
TOTAL		\$

Document Prepared By: Donna Boyle

Date: 26-March-12

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name:  Date: 6/12/12 (For Office Use Only)	
Name: 		Name: 		E #:	
Date: 7/6/12		Date: 7/5/12			

E-148-12

RULES RESOLUTION NO. 167 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS
AND MUNICIPAL TESTING LABORATORY, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6/25/12
VOTING:
ayes 6 nays 0 abstained 0 recused 0
Legislators present: 6

WHEREAS, the County of Nassau, has negotiated a personal services agreement
with Municipal Testing Laboratory, Inc., for inspection and materials testing services, a
copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with Municipal Testing
Laboratory, Inc.

RULES RESOLUTION NO. - 2012

~~A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO~~
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF
NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS
AND MUNICIPAL TESTING LABORATORY, INC.

WHEREAS, the County of Nassau, has negotiated a personal services agreement
with Municipal Testing Laboratory, Inc., for inspection and materials testing services, a
copy of which is on file with the Clerk of the Legislature; now, therefore, be it

~~RESOLVED, that the Rules Committee of the Nassau County Legislature~~
authorizes the County Executive to execute the said agreement with Municipal Testing
Laboratory, Inc.

Comptroller



OFFICE OF THE COMPTROLLER

240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Materials Testing Laboratory, Inc.

CONTRACTOR ADDRESS: 375 Rabro Drive, Hauppauge, NY,
11788

FEDERAL TAX ID #: 11-1984867

Instructions: Please check the appropriate box ("X") after one of the following roman numerals, and provide all the requested information.

I. The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. X The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on December 18, 2008. Potential proposers were made aware of the availability of the RFP by posting on website [newspaper advertisement, , mailing, etc.]. Proposals were due on January 30, 2009. 2 proposals were received and evaluated. The evaluation committee consisted of two professional engineers – Rakhal Maitra, and Donna Boyle, as well as the NC DPW Laboratory Director Kenneth Carter. The proposals were scored and ranked. As a result of the scoring and ranking, the highest technical-ranking proposer was selected.

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into

after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. __ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

__A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

__B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. __ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

__A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

__B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

__C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

__D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. __ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when

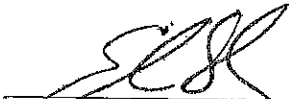
the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

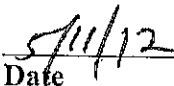
VII. X This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

___ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC

Project No: H67100-07C

Project Title: Asphalt/Concrete Plant Inspection and Materials Testing Services:
2012-2015

Department: Public Works

Date: April 4, 2012

Project Manager: Donna Boyle, Civil Engineer III

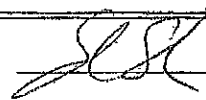
Service Requested: Supply Support Services to the Department of Public Works Construction Management Unit's Material Testing Laboratory Squad.

Justification: Supply "On-Call" Services in support of required materials testing for Construction Projects. These tests insure the materials supplied by the contractor met the contract specifications. Nassau County must perform testing independently of any tests performed by the contractors in order to qualify for reimbursement under various funding programs. (Example: Transportation Improvement Program)

Estimated Cost: \$700,000.00

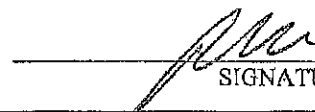
Date RFBC Due: ASAP

Department Head Approval: ☒ YES ☐ NO



SIGNATURE

CDCE/Ops Approval: ☒ YES ☐ NO



SIGNATURE

4/12/12

PART II: To be submitted to Chief Deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

CDCE/Ops Approval: YES NO Signature _____

SSG:RM:Imm

Donna

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: April 4, 2012

SUBJECT: Recommendation to Engage Consultant Services
Asphalt/Concrete Plant Inspection and Material Testing Services
Agreement Number H67100-07C

The County desires to hire a consultant in an "On-Call" status to provide Asphalt/Concrete Plant Inspection and Material Testing Services to ensure the County is able to provide the Plant Inspection and Material Testing Services for Construction Contracts. These tests insure the materials supplied by the contractor met the contract specifications. Given the requirements for Federal Aid, the County considers it necessary to have a firm "On-Call", since the omission of just one (1) required test during construction or the installation of any untested material incorporated into the project would jeopardize the entire Federal reimbursement of that project.

Given our present workload and our limited capacity to provide the additional staff for engineering services required at "short notice", we recommend that a consulting testing firm be retained to provide this service.

In accordance with County Executive Order Number 1-1993 and the Board of Supervisor's Resolution 928-1993, we have evaluated proposals from the only two (2) testing firm who submitted qualifications to be chosen for this work. The review team of Rakhal Maitra, P.E., Deputy Commissioner, Donna Boyle, P.E., Civil Engineer III, and Kenneth Carter, Civil Engineer II, conducted the consultant evaluations. At the completion of the review, the following technical rankings were established:

<u>FIRM NAME</u>	<u>TECH. RANK</u>	<u>TECH. RANKING</u>	<u>COST PROPOSAL</u>
Municipal Testing Lab., Inc.	1	89.00	\$189,052.52 in 1 st Year
Tectonic Engineering and Surveying	2	84.33	\$321,907.20 in 1 st Year

It is the Department's recommendation that Municipal Testing Laboratory, Incorporated be retained for this assignment. The total cost of the above referenced agreement would not exceed \$700,000 over the three (3) year life of the agreement. This action is considered the best value for the County, as well as fair and reasonable for the Professional Services to be rendered. Funding for said services will be provided under the appropriate Capital Project Number.



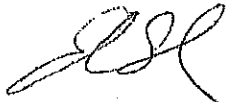
Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

April 4, 2012

SUBJECT: Recommendation to Engage Consultant Services
Asphalt/Concrete Plant Inspection and Material Testing Services
Agreement Number H67100-07C

Since the proposed agreement is expected to exceed twelve (12) months in duration and \$100,000.00, the Department will begin processing of a new project specific agreement with Municipal Testing Laboratory, Incorporated. In accordance with procedural guidelines, CSEA has been notified of this proposed agreement.

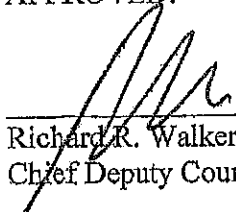


Shila Shah-Gavinooudias
Commissioner

SSG:RM:lmn

c: Rakhal Maitra, Deputy Commissioner
→ Donna Boyle, Civil Engineer III

APPROVED:



Richard R. Walker
Chief Deputy County Executive

4/6/12
Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

D. Boyle

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works (fax 571-9657)

DATE: April 4, 2012

SUBJECT: CSEA Notification of a Proposed DPW Contract/Agreement
Proposed Contract/Agreement Number: H67100-07C

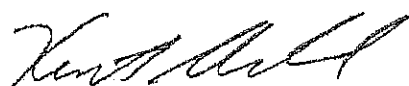
The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a Contract/Agreement for the following service:

Supply Support Services to the Department of Public Works Construction Management Unit's Material Testing Laboratory Squad.
2. The work involves the following:

Supply "On-Call" Services in support of required materials testing for construction projects. These tests insure the materials supplied by the Contractor met the contract specifications. This work is for testing not typically done by the County lab. Additionally, this contract will supplement County personnel during peak construction periods.
3. An estimate of the cost is: \$700,000.00
4. An estimate of the duration is: Three (3) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.


Kenneth G. Arnold
Assistant to Commissioner

KGa:RM:lmn

c: Daniel Schor, Director, Of fice of Labor Relations
Rakhal Maitra, Deputy Commissioner
William S. Nimmo, Deputy Commissioner
→ Donna Boyle, Civil Engineer III
Jonathan Lesman, Management Analyst II

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-9604.



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Municipal Testing Laboratory, Inc.
Address: 375 Babro Drive
City and State: Hempstead, NY 11788 Zip Code _____
2. Firm's Vendor Identification Number: _____
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company ☒ Closely Held Corp. _____ Other (specify) _____

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet(s) if necessary)

Steven Jay Cox
375 Babro Drive
Hempstead, NY 11788

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet(s) if necessary).

Steven Jay Cox
375 Babro Drive
Hempstead, NY 11788

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet(s) if necessary).

None

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 5/8/12

Signed: John Zuechi

Print Name: John Zuechi

Title: Vice President

CONTRACT FOR SERVICES

ASPHALT/CONCRETE PLANT INSPECTION AND MATERIALS TESTING

SERVICES: 2012-2015

AGREEMENT NO. H67100-07C

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and Municipal Testing Laboratory, Inc., 375 Rabro Drive, Hauppauge, NY, 11788(ii) (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on the three (3) year anniversary of the Commencement Date. (the "Expiration Date") unless sooner terminated or extended in accordance with its terms.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of Asphalt/Concrete batch plant inspections and materials testing. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

3. Payment.

(a) **Amount of Consideration.** *The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed Seven Hundred thousand dollars (\$700,000).*

(b) **Vouchers; Voucher Review, Approval and Audit.** *Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").*

(c) **Timing of Payment Claims.** *The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.*

(d) **No Duplication of Payments.** *Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.*

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all

approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and ~~hold harmless the County, the Department and its officers, employees, and agents~~ (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Firm or a Firm Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of an indemnified party.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) ~~Limitation of Liability. In no event shall either party be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising out of this Agreement or any Task Order issued hereunder.~~ CWD 5/3/12

(e) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single

combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures: Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be

available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii)

overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, ~~(iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.~~

17. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject

matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Six dollars (\$506) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

21. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

By: John Zucchi
Name: John Zucchi
Title: Vice President
Date: 5/8/12

NASSAU COUNTY

By: [Signature]
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: 7/25/12

PLEASE EXECUTE IN BLUE INK

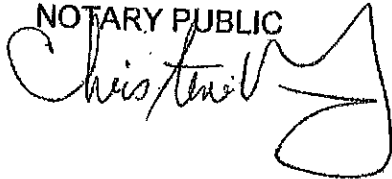
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8th day of MAY in the year 20012 before me personally came John Zocchi to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of Municipal Testing Lab., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



CHRISTINE MUZIO
Notary Public, State of New York
No. 01MU6247456
Qualified in Suffolk County
Commission Expires 8/29/15

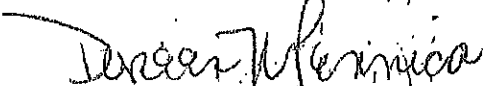
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 25 day of July in the year 20012 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

APPENDIX "A"

DETAILED SCOPE OF SERVICES

The services to be provided by the Firm under this Agreement shall consist of the following tasks:

- (a) Asphalt/Concrete batch plant inspection, sampling and testing. The inspection at the plants will not only certify to the proper batching, but by coordinating with laboratory and field personnel, control the quality of the materials so that close adherence to the specifications is obtained. The Firm shall provide all necessary equipment and inspectors to sample and test aggregates (coarse and fine) for grading and cleanliness and to sample and perform tests on various materials and additives that are integral components of the asphalt or concrete mix. The inspectors shall verify the source of aggregates and materials as being from approved suppliers, verify the quantities in each truck, and maintain these quantities within the specified maximum for each truck.
 - (b) Precast concrete plant inspection. Perform all required inspection, sampling, and testing, to certify that precast concrete structures meet the contract specifications.
 - (c) Perform extraction and gradation tests in accordance with all applicable ASTM standards.
 - (d) Perform field density (compaction) tests using nuclear density gauge on soil or asphalt.
-
- (e) Test compressive strength of concrete test cylinders in accordance with ASTM C39. The transportation from the project site and moist curing of the concrete cylinders is included in this task.
 - (f) Perform Modified or Standard Proctor Test in accordance with ASTM D1557.
 - (g) Perform top soil analysis in accordance with current Nassau County specifications. The analysis shall include PH, organic content, and gradation of the soil.

- (h) Perform a Ring Ball Softening Point Test in accordance with ASTM D2398-76
 - (i) Perform fence material analysis in accordance with current Nassau County specifications. The analysis shall include the identification of materials, weight and thickness of coatings, diameters, and breaking strengths.
-
- (j) Perform rock salt analysis in accordance with current Nassau County specifications. The analysis shall include gradation, moisture content, and total chloride content.
 - (k) Perform hardware analysis in accordance with current Nassau County specifications. The analysis shall include physical, chemical, and mechanical properties
 - (l) Extra services which may be requested. These services include, but are not limited to, the following tasks:
 - 1. Stainless steel alloy analysis
 - 2. Earth Borings
 - 3. Paint analysis
 - 4. Soil Analysis ("Classifications, Liquid and Plastic Limits")
 - 5. Weld inspections and Ultra Sonic Thickness Tests
 - 6. Field pull and shear tests
 - 7. Rebar location
 - 8. Chemical analysis of water

The Firm shall submit written reports and maintain records for all the services provided under the terms of this Agreement. The records and reports shall be furnished daily or as agreed to by the Firm and the Department of Public Works (DPW) and in a form as directed by DPW.

APPENDIX "B"

PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

1. Asphalt/Concrete Batch Plant Inspector Hourly Rate:

\$ 59.40 /hour/inspector for calendar year 2012
\$ 61.20 /hour/inspector for calendar year 2013
\$ 63.05 /hour/inspector for calendar year 2014

The asphalt/concrete batch plant inspectors will be assigned work on a Monday through Friday basis. A four (4) hour minimum will apply if the inspector works less than four (4) hours. If the inspector works more than four (4) hours, an eight (8) hour minimum will apply. The inspector may be released when no further County work is required. Any work performed prior to twelve (12) noon shall be billed at a minimum of four (4) hours and work performed subsequent to twelve noon shall be billed at a minimum of four (4) hours.

2. Asphalt/Concrete Batch Plant Inspector Overtime Hourly Rate:

\$ 89.10 /hour/inspector for calendar year 2012
\$ 91.80 /hour/inspector for calendar year 2013
\$ 94.60 /hour/inspector for calendar year 2014

Overtime work will be assigned for work in excess of eight (8) hours in one day, for night work (plants starting after 4:30P.M.) Monday through Friday, and for weekend or holiday work. A four (4) hour minimum will apply if the inspector works less than four (4) hours and if the inspector works more than four (4) hours, an eight (8) hour minimum will apply. This provision is applicable for **night work only**.

3. Precast Concrete Plant Inspector Hourly Rate:

\$ 56.25 /hour/inspector for calendar year 2012
\$ 57.95 /hour/inspector for calendar year 2013
\$ 59.70 /hour/inspector for calendar year 2014

The precast concrete plant inspectors will be assigned work on a Monday through Friday basis. A four (4) hour minimum will apply if the inspector works less than four (4) hours. If the inspector works more than four (4) hours, an eight (8) hour minimum will apply. The inspector may be released when no further County work is required. Any work performed prior to twelve (12) noon shall be billed at a minimum of four (4) hours and work performed subsequent to twelve (12) noon shall be billed at a minimum of four (4) hours.

4. Precast Concrete Plant Inspector Overtime Hourly Rate:

\$ 84.40 /hour/inspector for calendar year 2012
\$ 86.90 /hour/inspector for calendar year 2013
\$ 89.50 /hour/inspector for calendar year 2014

Overtime work will be assigned for work in excess of eight (8) hours in one day, for night work (plants starting after 4:30 P.M.) Monday through Friday, and for weekend or holiday work. A four (4) hour minimum will apply if the inspector works less than four (4) hours and if the inspector works more than four (4) hours, an eight (8) hour minimum will apply. This provision is applicable for night work only.

5. Extraction And/Or Gradation Test Cost:

\$ 150.00 /Test for calendar year 2012
\$ 154.50 /Test for calendar year 2013
\$ 159.20 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

6. Density Test Cost:

\$ 10.00 /Test for calendar year 2012
\$ 12.00 /Test for calendar year 2013
\$ 15.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

7. Concrete Test Cylinder Cost:

\$ 25.00 /Test for calendar year 2012
\$ 25.00 /Test for calendar year 2013
\$ 25.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

8. Standard or Modified Proctor Test:

\$ 150.00 /Test for calendar year 2012
\$ 155.00 /Test for calendar year 2013
\$ 160.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

9. Top Soil Analysis:

\$ 400.00 /Test for calendar year 2012
\$ 412.00 /Test for calendar year 2013

\$ 424.50 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

10. Ring Ball Softening Point Test:

\$ 375.00 /Test for calendar year 2012

\$ 390.00 /Test for calendar year 2013

\$ 405.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

11. Fence Material Analysis:

\$ 475.00 /Test for calendar year 2012

\$ 495.00 /Test for calendar year 2013

\$ 515.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

12. Rock Salt Analysis:

\$ 475.00 /Test for calendar year 2012

\$ 495.00 /Test for calendar year 2013

\$ 515.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

13. Hardware Analysis:

\$ 575.00 /Test for calendar year 2012

\$ 625.00 /Test for calendar year 2013

\$ 675.00 /Test for calendar year 2014

The cost for each test shall include all the labor, materials, and transportation to and from the project site to perform the test.

14. Extra Services: If the Firm is directed by DPW to perform extra services relative to materials testing and analysis, the compensation for the services provided will be (i) on the basis of a lump sum or (ii) the actual salaries paid to the technical personnel engaged in performing the work, exclusive of payroll taxes, insurance, and any and all fringe benefits times a multiplier of 2.5 (two point five)

Subcontractors engaged by the Firm shall be compensated on the same basis as provided herein for employees of the Firm. The Firm shall be reimbursed the actual cost of the fees of the subcontractor as approved by the County.

Reimbursable Expenses: The Firm shall be reimbursed for the following expenses associated with providing services under this Agreement:

1. Mileage: Employee's of the Firm and any subcontractor's engaged by the Firm shall be paid for the mileage traveled from the employee's home and/or from the Firm's laboratory location, whichever is closer, to and from the location of the original designated batch or precast plant inspection assignment only if the plant lies outside Nassau County. The mileage allowance will be computed as per the current Nassau County Civil Service Employees Association Agreement (CSEA).
2. Meal Reimbursement: Employee's of the Firm and any subcontractors engaged by the Firm shall be reimbursed for meals only if and when an employee works outside the boundaries of Nassau County, Suffolk County, or New York City for a minimum of Eight (8) hours. Reimbursement of meals shall be as per the current Nassau County Civil Service Employees Association Agreement (CSEA).

The Firm shall prepare and attach to this Agreement a Maximum Hourly Wage Rate Schedule listing the job classifications and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this Agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Maximum Hourly Wage Rate Schedule will be adjusted annually in accordance with any wage increases granted to County employees in the Civil Service Employees Association. The Firm may grant an employee a salary increase within a classification or a change of classification upon written notification to the Department one month prior to the effective date of such increase or change and with written approval of the Department. Premium pay for overtime work, over and above the straight hourly rate, performed for any services rendered under this Agreement shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the agreed multiplier times the straight hourly rate plus the actual premium cost incurred. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier for any services provided under the terms of this Agreement shall not exceed one hundred and fifty dollars (\$150.00)

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
-
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
-

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or ~~solicitations or advertisements therefor or any existing programs of affirmative~~ action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE

deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

- h. ~~The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation~~

- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is: _____

STEVEN JAYCOX (Name)

(Address) 375 BAYVIEW DRIVE, HAUPPAUGE, NY 11788

Number) 631-761-5555 (Telephone

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

4/20/12
Dated


Signature of Chief Executive Officer

Steven Jaycox
Name of Chief Executive Officer

Sworn to before me this

20th day of April, 2012
2007.


Notary Public

E-140-15

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: MUNICIPAL TESTING LAB., INC.
Address: 375 RABRO DR.
City, State and Zip Code: HAWTHORNE, NY 11788
2. Entity's Vendor Identification Number: 11-1984867
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp CORPORATION Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

STEVEN JAYCOX

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

NONE

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

No

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

7/10/15

Signed:

Print Name:

JOHN ZUCCHINI

Title:

OVP

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE
